

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND LAUNCH AGENCY, L.P. FOR MARKETING AND ADVERTISING SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between the Town of Addison and Launch Agency, L.P. for marketing and advertising services, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
LAUNCH AGENCY, L.P.
RFQ # 15-04
FOR MARKETING AND ADVERTISING SERVICES**

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2015 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Launch Agency, L.P.**, a Texas limited partnership, hereinafter called ("Contractor").

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

WITNESSETH:

WHEREAS, the Town sought qualification for an advertising agency to provide marketing and advertising services to the Town pursuant to Request for Qualifications No. 15-04, and attached hereto as **Exhibit "A"**, and incorporated herein in its entirety by reference for all purposes ("RFQ"); and

WHEREAS, Contractor is an advertising agency specializing in the marketing and advertising services requested in the RFQ, as provided in the Contractor's response, on file in the Town's Purchasing Office as **Exhibit "B"**, and incorporated herein in its entirety by reference for all purposes ("Response"); and

WHEREAS, the Town has determined that it is in the best interest of the public to hire Contractor to perform said services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
This Agreement shall have an initial term commencing on May __, 2015, and continuing through September 30, 2015 ("Initial Term"), subject to the terms and conditions of this Agreement.

Following the Initial Term, this Agreement may be renewed at the Town's sole option, and subsequent mutual agreement of both parties, for up to three (3) additional one (1) year terms ("Renewal Term"). A Renewal Term shall commence on October 1 and continue through and end on the immediately following September 30. Town shall give

Agreement for Advertising and Marketing Services

Contractor notice of its intent to renew no later than thirty (30) days prior to the end of the existing term. The terms, conditions, and provisions of this Agreement shall apply to each Renewal Term except as the parties may otherwise agree in writing.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all advertising and marketing materials, documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town, excluding any information or knowledge which was in the possession of or used by Contractor prior to the beginning of the Agreement and not used in connection with this Agreement. Contractor also agrees to all reasonable cooperation toward transferring, with approval of third parties in interest, all reservation, contracts and arrangement with advertising media, or others, for advertising space, broadcast time, or materials yet to be used, and rights and claims thereto and therein, upon being duly released from the obligations thereof. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Agreement for Advertising and Marketing Services

Town agrees to pay Contractor in accordance with (**Exhibit “C”**). Annual expenditures for the Initial Term, hereinafter defined, are estimated in an amount not to exceed Ninety-One Thousand Dollars and No/100s (\$91,000.00), which includes the agreed upon sum of One Hundred Twenty-Five and No/100s Dollars (\$125.00) per hour of work completed by the Contractor.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

5. Ownership.

All advertising and marketing materials, documents, records, reports, studies, and information, and all ideas and concepts, prepared by or for Contractor under or in connection with this Agreement and paid for by Town or purchased under Town's account hereunder is and will be Town's exclusive property, and may be used by Town as it determines for its exclusive reuse at any time without further compensation and without any restrictions, excluding any information or knowledge which was in the possession of or used by Contractor prior to the beginning of the Agreement and not used in connection with this Agreement. Contractor agrees to do and does hereby grant and assign to Town all intellectual property rights (whether copyright or otherwise) in and to all such advertising and marketing materials, documents, reports, studies, and information, and all of such ideas and concepts in which Contractor may have or claim a copyright or other intellectual property interest. Contractor represents and warrants that Town's use of any of such advertising and marketing materials, documents, reports, studies, and information, and all of such ideas and concepts, will not infringe upon any third party's rights and **Contractor shall indemnify, hold harmless, and defend and protect Town from any infringement or related claims arising from Town's ownership, possession and/or use of any of the same.**

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;

Agreement for Advertising and Marketing Services

- b. Town of Addison RFQ No. 15-04, attached hereto as **Exhibit "A"**;
- c. Contractor's Response, on file in the Town's Purchasing Office as **Exhibit "B"**;
- d. Scope of Services, attached hereto as **Exhibit "C"**; and
- e. Insurance Requirements, attached hereto as **Exhibit "D"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A", Exhibit "C", Exhibit "D" and Exhibit "B"**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town as provided in **Exhibit "D"**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the Town with a copy of their Certificate of Insurance, which shall name the Town as an additional insured party.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO

SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that

Agreement for Advertising and Marketing Services

contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

14. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

15. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

16. Sovereign Immunity.

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

| | |
|-----------------------|---|
| If to Contractor, to: | Launch Agency, L.P. Michael Boone, Principal 4100 Midway Road, Suite 2110 Carrollton, Texas 75007 Phone |
|-----------------------|---|

| | |
|-----------------|---|
| If to Town, to: | Town of Addison Attn: City Manager 5300 Belt Line Road Dallas, Texas 75254 |
|-----------------|---|

18. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

22. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents,
hereto affix our signatures and seals on this the ____ day of _____, 2015.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
_____, CityManager

Date: _____

LAUNCH AGENCY, L.P.
a Texas limited partnership

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **First Name Last Name** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me she is the duly authorized representative for the **Town of Addison, Texas** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Vendor First Name Last Name** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Launch Agency, L.P.** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT “A”
Request for Qualifications No. 15-04



Request for Qualifications Marketing and Advertising Services

**For
The Town of Addison (Economic Development and Tourism,
Conference Centre, and General Marketing)
RFQ ____**

OVERVIEW

The Town of Addison, Texas is seeking qualifications for an advertising agency to provide marketing and advertising services to the Town of Addison, Texas. The selected firm will provide services related to promoting Addison as a city, for economic development, as well as tourism/visitors produced by the Town of Addison as outlined in the Scope of Services. If chosen, no guarantees of amount of work or amount of billings will be made. The selected agency will be brought before the Addison City Council for final review and approval before a contract can be signed and work can begin.

BACKGROUND

The Town of Addison is a 4.3 square mile city located on the northern edge of Dallas, Texas. Addison is truly unique in the amenities and customer service it provides to Dallas area residents and visitors. In a 2-mile loop, Addison offers abundant opportunities for lodging, dining, and shopping with more than 177 restaurants, 22 hotels, and 12 million square feet of office space. Addison perfectly blends the diversity of a big city with the ambiance of a small town. For more information on the Town of Addison, please visit the Town of Addison visitor's website at www.addisontexas.net or Town website at www.addisontx.gov

TYPES OF PROJECTS

The purpose of the RFQ is to select a vendor to assist Town staff with marketing, advertising and original publicity. It is the Town's intent to engage one or more agencies to perform these functions. Collateral pieces created for but not limited to: community awareness campaigns, city project campaigns, resident and business communications, electronic/email promotions, economic development business kits and retention materials, sales kits, print and online ads, roadway banners, etc. Strong marketing and communications is a major part of the Town's events success and the selected agency will be expected to work as seamlessly as possible with Addison's City Manager's Office, Addison's Director of Marketing & Communications, Addison's Director of Economic Development & Tourism, Conference Centre General Manager and other department directors on all projects as needed—strong, flexible collaboration is essential and required.

It is essential that the selected Agency function well in Addison's highly collaborative environment. A high degree of flexibility is essential to be successful as there are multiple interests that are represented in this process. Change of direction during each project is to be expected. The Agency must have a good process in place for guiding the collaborative process, managing the needs of multiple parties involved as well as accommodating the possible change in direction.

Addison and the selected agency will begin planning for new economic development and tourism advertising campaigns, marketing materials, and a new city promotional campaign for “Addison: It All Comes Together” soon after the Agency is selected and approved by the City Council. Shortly after, the selected agency shall have in place the professional staff to immediately begin planning, designing and developing collateral for designated Addison projects.

SCOPE OF SERVICES

The following are key deliverables:

- Marketing strategy and project management for the Town of Addison, and the Department of Economic Development & Tourism, and other departments as needed
- All new creative concepts and implementation as requested by the Town of Addison (scope and pricing will be agreed upon prior to work commencing)
- Attend marketing team meetings as required by Addison.
- Monthly status call as needed to review outstanding items
- Track budget, schedule, and list of deliverables to ensure timely completion, review and submission
- Manage advertising and insertions
- Purchase/creation of photography and/or illustrations for campaigns
- Copywriting
 - Writing and editing services for all collateral pieces outlined in the Deliverables listed below.
- Printing and production of requested deliverables described below
- Other marketing collateral as requested—with cost estimates provided and approved before work begins
- Graphic design and production as outlined in the list below:

Addison Deliverables

| Economic Development & Tourism | Town of Addison |
|---|--|
| (3-4) Print and Online ads | (2) Print and Online ads |
| Email Template | Email Template |
| Social Media Graphics as needed | Social Media Graphics as needed |
| Print and Online Ad resizing | Kiosk Posters (4) |
| Economic Development Kits | Misc. Invitations for residents and businesses |
| Visitor collateral | Utility Inserts |

| | |
|--|---------------------------------|
| | Road Banners |
| | Branding Pieces as needed) |
| | Print and Online Ad resizing |

QUESTIONS

Questions concerning this RFQ shall be posted through BidSync. Questions will be answered in a timely manner on BidSync. All interested vendors will be able to see all answers.

RIGHT TO MODIFY OR WITHDRAW

The Town of Addison reserves the right to change, amend, supplement or withdraw this RFQ. The Town of Addison may also decide to reject all submitted responses and either reissue the RFQ or discontinue the search for an Agency.

SUBMISSION OF PROPOSALS

The vendor shall submit, at no cost to the City of Addison; One (1) Original and Three (3) copies of the Proposal along with a PDF copy on a memory stick. All shall be enclosed in a sealed envelope and be mailed or hand delivered to the attention of:

Town of Addison
Purchasing Division, Marketing and Advertising: Special Events RFQ
5350 Belt Line Road
Addison, Texas 75001

Proposals will be accepted until 5:00 P.M. on October 31, 2014

Late proposal submissions will be returned unopened, and unsigned or incomplete proposals will be rejected as non-responsive.

OBJECTIVE OF RFQ

The purpose of the RFQ is to select a vendor to assist Town staff with marketing, advertising and original publicity. It is the Town's intent to engage one or more agencies to perform these functions.

CRITERIA FOR EVALUATION OF RESPONSES

Responses will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals.

The Town will only award the contract to a responsible vendor(s). In order to qualify as responsible, a vendor must meet the following criteria as they relate to this Request for Qualifications:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have printing capabilities or relationships with printers, for marketing collateral including flyers, posters, and other pieces. The Town does have several Addison vendors that it uses for printing certain collateral such as Roadway banners and kiosk posters, etc.
- 4) The successful vendor will have a Texas office located within the four country regions of Dallas, Collin, Denton, and Tarrant. Selected vendor(s) will be expected to attend regular marketing team meetings in Addison.

RFQ EVALUATION PROCESS

Responses will be evaluated using the following weighted criteria:

1) Samples of Work (Up to 40 Points)

Submit two examples (if available) of each of the following: creative concepts, brochures, event collateral, posters, newspaper and/or magazine advertisements, online advertisements, and social media creative (FB covers/profile pics, Twitter backgrounds, etc.).

2) References (Up to 30 Points)

Three (3) references related to prior marketing and/or advertising service are required in the proposal. This evaluation criterion will assign up to ten (10) points per reference. Special attention will be given to the quality of services provided to past or current customers. See #6-“References” under Qualifications section of this RFQ.

3) Vendor Questionnaire (Up to 20 Points)

This evaluation criterion will consist of verifying that all portions of the vendor questionnaire are accurately completed. In addition, the number of points per

question will be based on the relevance of each response to advertising services for the Town of Addison.

4) Average Hourly Cost (Up to 10 Points)

The lowest average hourly fee (see question #7 on the Vendor Questionnaire) will be awarded all 10 points. All other proposals will receive points based on their ratio to the lowest proposal.

MAXIMUM RESPONSE GRADE IS 100 POINTS

VENDOR PROPOSAL EVALUATION MEETINGS

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals. In addition, vendor finalists will be invited to give formal, in-person presentations to the Town panel approximately mid-November 2014.

AWARD

We may award this bid in part to one or more vendors. Award shall be made to the responsible vendor(s) whose qualifications is/are determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the evaluation composite score. Vendors may team up and submit a joint proposal (ex: marketing support and design services)

CONTRACT TERM

Negotiations will be undertaken with the contractor whose proposal, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract developed will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

This award would be a one-year (1) contract with an option for four (4) subsequent annual options to renew.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

QUALIFICATIONS

To assure consistency, proposals must conform to the following format:
Agreement for Advertising and Marketing Services

1. Table of Contents
2. Cover Letter
3. Sample Work
4. Introduction: This section should contain your understanding of the Town's needs and objectives.
5. Vendor Questionnaire: Complete the vendor questionnaire. All questions must be answered thoroughly.
6. References: This section shall contain names of at least three (3) but no more than five (5) organizations for which you have provided similar levels of service. Municipal/government contracts are preferred, but not required. Please include organization name, address, telephone number and contact person.
7. Fee Structure: Provide a fee structure (preferably government rates) for your services. This schedule should include a description of the services offered for each rate. The Town of Addison is tax exempt.
8. Contract: Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

Vendor Questionnaire

1. Provide a brief description of your agency.
2. What is your main area of expertise (events, tourism, consumer, other)?
3. What services do you provide (creative development, illustration, writing, strategic marketing, collateral development, etc.)?
4. Describe the creative process and how/when you involve the client.
5. Provide two short case studies showing the creative process and results.
6. How many people are employed at your agency? How many of these employees work on creative advertising projects? How many of these employees work in general administrative capacities?
7. Provide a list of key personnel and bios including creative or marketing specialists, as well as those who would be assigned to the Town of Addison account? What are their billing rates by person/title?
8. Describe your process to manage the creative interests of multiple parties who may have differing opinions which may lead to minor or major conflict.
9. Comment on your process to manage frequent changes in direction.
10. What is your mark-up on printing and outside services?
11. What is your mark-up on advertising placement?
12. If you have marketed economic development in the past, provide a list of what elements the agency created, and any awards.
13. If you have marketed tourism in the past, provide a description.
14. If you have worked in the past or are currently working for another municipality, provide a description of the work performed.
15. Do you have any potential account conflicts?

APPROXIMATE TIMELINE OF RFQ PROCESS

(All dates are approximate and are subject to change without notice)

- Release of RFQ October 20, 2014
- All submissions due by 2:00 PM October 31, 2014
- Interviews with finalists in mid-November 2014
- Selected Agency may be taken to the City Council in early December for consideration and approval.

EXHIBIT “B”
Contractor’s Response
(On file with the Town’s Purchasing Office)

Exhibit “C”
Scope of Services

The parties agree that some portions of the Scope of Services may not be defined at the time of execution of this Agreement. Therefore, the Scope of Services is included but not limited to the following:

| Economic Development & Tourism | Town of Addison |
|---|--|
| Print and Online ads | Print and Online ads |
| Email Template | Email Template |
| Social Media Graphics as needed | Social Media Graphics as needed |
| Print and Online Ad resizing | Kiosk Posters |
| Economic Development Kits | Misc. Invitations for residents and businesses |
| Visitor collateral | Utility Inserts |
| | Road Banners |
| | Branding Pieces (as needed) |
| | Print and Online Ad resizing |

Exhibit “D”
Insurance Requirements

**TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT
REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and **AMOUNT OF INSURANCE** **PROVISIONS**
minimum amounts of insurances
required and which must be
maintained during the term of the
contract. TOWN OF ADDISON
reserves the right to amend or
require additional types and
amounts of coverages or
provisions depending on the
nature of the work. **TYPE OF
INSURANCE**

- | | | | |
|----|---|---|--|
| 1. | Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee | Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000 | TOWN OF ADDISON to be provided a <i>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</i> or material change in coverage. Insurance company must be A-:VII rated or above. |
| 2. | Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability | Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000 | <i>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</i> or material change in coverage. Insurance company must be A-:VII rated or above. |

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